



February 1, 2015

Dear Food Vendor:

Hello, and welcome to a new year of festivals and events with Newport News Parks, Recreation & Tourism! There are a number of exciting event opportunities for vendors this year. A complete listing with dates, times, and vendor fees is enclosed for your review.

There are two ways in which vendors may apply; you may wait to send your per-event information/application packages prior to each deadline, or you may apply for *as many events as you would like at one time* using the set of forms enclosed. You'll still need to complete two identical sets of these (we keep one set with your original signature, and return one set to you with our original signature), regardless of when you submit the forms.

Also, for your convenience, we are enclosing the Newport News Health Department's "Guidelines for Obtaining a Temporary Health Permit." Since Newport News Parks, Recreation & Tourism must have proof that you have applied for your temporary food permit, please return ***all applications and fees to our office***; however, please ***write the Health Department payment separately*** from the Newport News Parks & Recreation payment. We will make the appropriate copies for the Health Department and forward your payment to them.

Food vendors for events held in Newport News are also required to show proof of liability insurance (naming the City of Newport News as additionally insured—please contact your insurance carrier for meeting this requirement), and to have a City of Newport News Business License (for information on meeting this requirement, please call the Commissioner of Revenue's Office directly at (757) 926-8651).

Per the Fire Marshall's Office, all booths must have an ABC fire extinguisher, and booths using grease or combustibles must also have a Type K extinguisher with current inspection tags. Please call 247-8873 if you have any questions regarding these requirements.

Applications for events also require property stakeholders be added as additional insureds, to include The City of Newport News. For events held within the City Center area of Newport News, additional insureds should also include, in addition to the City of Newport News, the Economic Development Authority of the City of Newport News, VA; Newport News Town Center, LLC; Northwestern Mutual Life Insurance; and, Harvey Lindsay Commercial Real Estate.

Please call if you have any questions—we're here to help. Extra copies of forms may be downloaded at www.nnparks.gov. We look forward to working with you on what we're sure will be an exciting festival season in 2015!

Sincerely,

Emily Nickerson
Assistant Special Events Coordinator

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enclosures: 2015 Food Vendor Instructions on How to Apply
2015 Food Vendor Event & Festivals Application Form(s)
2015 Food Vendor Agreement(s)
2015 Food Booth Information and Fees Chart
2015 Electrical Request Form(s)
Guidelines for Obtaining a Temporary Health Permit

2015 FOOD VENDOR INSTRUCTIONS ON HOW TO APPLY

Newport News Parks, Recreation & Tourism
700 Town Center Drive, Suite 320
Newport News, VA 23606
Phone (757) 926-1400



Applicants will be evaluated for demonstrated leadership and organizational ability based upon other successful activities, including prior festival participation. Newport News Parks, Recreation & Tourism strives for menu diversity, festival spirit, and menu quality when selecting food booth operations, as well as striving to reduce menu duplication and maximize sales for all food vendors. For this reason, we reserve the right to delete proposed menu items from selected food booth applications. Applicants shall be given the opportunity to accept the deletions, to make mutually agreeable substitutions, or to withdraw from the selection process and receive a full refund without penalty.

Newport News Parks, Recreation & Tourism seeks to offer participation to a broad representation of community organizations. Preference will be given to nonprofit or charitable organizations who submit evidence of such status with the Food Booth Application. Evidence may include an exemption letter from the U.S. Internal Revenue Service, nonprofit corporation charter, and current certificate of good standing or other satisfactory evidence certified by the officers or authorized representative of the applicants. The applicant must provide food booth service for the entire festival, based on the estimates of typical attendance listed on the "Information and Fees Schedule" enclosed.

Booth space allocations are 15' x 15' for freestanding booths and tents, and allocations for trailers are 20' x 15'. Tents being used by vendors must be no larger than 15' x 15' and certified flame retardant (no tarps allowed). If any equipment is to be used on-site (e.g., grills, ice cream carts, etc.), it must be contained within the specified space allocation or a DOUBLE BOOTH FEE WILL BE CHARGED (NO Double Booths Permitted for "Hollydazzle" Event). Each vendor is responsible for the design, construction and disassembly of each booth structure as scheduled by the Festival Coordinators. A picture of the booth as it will be displayed during the Festival is required for new vendors. Any booth that does not conform to size specifications or appearance regulations will not be allowed to participate in the Festivals. Double spaces are available, space permitting, at twice the cost of a single space as described above; NO double booths permitted for "Hollydazzle" Event.

Booth identification signs must be made from sturdy materials and be attractive in appearance. Menu boards with prices MUST be displayed throughout the Festival or your security deposit will be forfeited. **ALL MENU ITEMS MUST BE SOLD AT THE FULL PRICES DESCRIBED ON THE VENDOR'S APPLICATION. VENDORS ARE NOT PERMITTED TO ACTIVELY CANVAS FOR CUSTOMERS; "HAWKING," OR OTHERWISE APPROACHING OR LOUDLY ADVERTISING FOR SALES AND DISTRIBUTION OF PRINTED ADVERTISEMENTS AND COUPONS IS NOT ALLOWED. ALL SIGNAGE MUST REMAIN WITHIN THE BOOTH SPACE ALLOCATION.**

It is the responsibility of each vendor to continually clean up the booth and the area surrounding the booth; each vendor shall leave the area in the same condition as when they arrived. No trash, waste products, gray water, grease, etc., may be dumped anywhere on Festival grounds. SHOULD THIS REQUIREMENT NOT BE MET, A \$250 CLEAN UP FEE WILL BE CHARGED AND PARTICIPATION IN FUTURE NEWPORT NEWS EVENTS WILL BE JEOPARDIZED. In addition, your security deposit will be forfeited.

READ!	Read all information contained in this packet carefully!
MEET DEADLINES	Decide on which festivals and events to apply, making note of the deadlines for each (deadlines are listed on the Fee Schedule).
APPLY	Complete TWO COPIES of the <u>Application</u>
REQUEST	Complete TWO COPIES of the <u>Electrical</u> Request Form (if electricity will be needed).
AGREE	Complete TWO COPIES of the Food Vendor <u>Agreement</u> , which must be signed by an authorized representative for your business. We reserve the right to reject any applications and offers. Upon acceptance of the Agreement by the City of Newport News, evidenced by execution of the Agreement by an authorized representative of the City, and return of the Agreement (with modifications if applicable), the Food Booth Agreement shall become a binding contract.
COMPLY	Complete ONE COPY of the Newport News Health Department's Temporary Restaurant <u>Permit Form</u> . We will forward these for you to the Health Department along with your payment to them. Your food contract will be void if you do not have a Temporary Restaurant Permit. If you do not have the permit, you will be asked to leave the event site and no refund will be provided.
PAY	Write one check payable to the City of Newport News for the event fee(s), and a separate check payable to the Peninsula Health Center for the Temporary Food Permit.
MAIL	Mail <u>all</u> applications and fees to Special Events, Newport News Parks, Recreation & Tourism, 700 Town Center Drive, Suite 320, Newport News, VA 23606.
RECEIVE	You will receive confirmation from us if chosen as a vendor (usually within the same week as the deadline), along with one signed set of your approved applications and agreements (with modifications, if applicable). Should your application not be accepted, you will be notified.
NOTE	You may receive a full refund without a penalty if written notice is received any time prior to acceptance by Newport News Parks, Recreation & Tourism. You may not receive a refund if you withdraw after acceptance, unless modifications made to your initial proposal cannot be mutually agreed upon.

2015
FOOD VENDOR
EVENT & FESTIVALS
APPLICATION FORM

Newport News Parks, Recreation & Tourism
700 Town Center Drive, Suite 320
Newport News, VA 23606
Phone (757) 926-1400



You may apply for as many Newport News 2015 events as you would like, in advance, using this one form! Simply initial in the box(es) next to the event(s) for which you are applying and **include the appropriate fee(s) along with this application** and the yearly Agreement enclosed. If you would prefer to wait until closer to the event deadline to apply, this is still the form to use—just initial by the festival(s) desired and send in this application, the contract, **AND INCLUDE YOUR FEES FOR EACH EVENT** before the deadline indicated by each (using additional copies of forms as necessary). You will also need to use additional forms if your menu items or other information in your application will differ from one event to another:

Initial by ALL events for which you are applying with THIS application. Fees must be included for each box you initial below; if fees are forthcoming, please keep form until fees are included.	EVENT	EVENT DATE	VENDOR'S APPLICATION DEADLINE
	26 th Annual Children's Festival of Friends	Saturday, May 2	Monday, March 16
	King-Lincoln Park Day	Saturday, June 6	Monday, April 13
	Fourth of July—Stars in the Sky	Friday, July 4	Monday, May 18
	42 nd Annual Fall Festival of Folklife	Sat., Oct. 3 & Sun., Oct. 4	Monday, July 13
	Hollydazzle (NOTE: NO Double Booths Permitted)	Saturday , December 5	Monday, October 12

FOOD VENDOR'S INFORMATION	
Organization/Business Name:	
Authorized Representative/Contact's Name:	
Mailing Address:	
Telephone Number (home):	
Telephone Number (other):	
E-Mail Address:	
Soc Sec # OR Federal Tax ID #:	
Nonprofit or charitable purpose (if any; if nonprofit status is applicable, please provide official proof of that status/501-c-3 certification)	

Proposed Menu for each event (must list in detail and include prices; use additional application forms if menu items will differ from one event to another):	
Proposed cooking equipment (gas grill, microwave, etc.):	
Proposed costume (if any):	
Proposed booth decoration:	
Number of members in organization:	
Number and source of available workers:	
Previous major activities and fund-raising efforts which demonstrate capability to conduct a Festival Food Booth:	
Additional information which you feel may be relevant to your selection as a Food Booth Vendor:	

What is the Total Size of your Booth (Maximum per booth space: 15'x15' for Tents and 20'x15' for trailers, including trailer tongue, cookers, serving area, grill, decorations, etc.; NO DOUBLE BOOTHS PERMITTED FOR "HOLLYDAZZLE" EVENT)?	
Is your booth a Trailer? Or is it a Tent?	
Sketch a detailed layout of Food Booth showing total dimensions or attach a photograph (but still show size of booth here):	

FOR OFFICE USE ONLY			
Date Received	Fee(s) Received With Application	Date Insur Certif Rec'd	Date Health Permit Rec'd



THIS IS AN AGREEMENT, between the City of Newport News, Virginia ("City")

and _____ ("Vendor"):

1. **Formation and Nature of Agreement** This Agreement shall become a contract between the Vendor and the City upon execution by authorized representatives of both parties. Upon formation of the contract and subject to the terms and conditions of this Agreement, the City agrees to allow Vendor to operate a food booth, once selected, at community festivals sponsored under the auspices of the Department of Parks, Recreation & Tourism for the City of Newport News. The Vendor agrees to operate the booth and to otherwise perform in accordance with this Agreement. Neither this Agreement nor performance by the Vendor under this Agreement shall create any rights in Vendor to operate a food booth at subsequent festivals.
2. **Use of Booth** The booth shall be used exclusively for the sale of food and beverage products on the menu described in the application attached to this Agreement, and at the prices described in the application. Upon written request of the Vendor, submitted to the City not less than 30 days prior to the beginning of the Festival, the City may, by written consent, approve the sale of goods other than approved menu items. It is the intention of the parties that the sale of goods other than approved menu items be restricted to goods related to the charitable purposes of the Vendor and that such sales are restricted except where compelling circumstances warrant approval by the City. Accordingly, the City reserves the right, in its absolute discretion, to disapprove the sale of any goods at the booth other than approved menu items. Without limitation of the foregoing, the Vendor shall not use the booth for solicitation of funds or for promotion of any other purpose apart from the sale of approved menu items and other approved products.
3. **Compliance with Laws** Vendor represents and covenants that it now is and shall at all times during the term of this Agreement remain in compliance with applicable federal, state, and local laws, ordinances, and regulations governing the rights, obligations, and performance of Vendor under this Agreement. Without limitation of the foregoing, Vendor shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for sale of food and beverages at the food booth.
4. **Sanitation and Clean-Up** Vendor shall maintain the booth and the area surrounding the booth in conformity with all applicable sanitary and health laws and regulations and shall also keep the booth and the surrounding area neat, clean, and free of accumulated refuse and debris. The City shall provide trash receptacles for use by the general public throughout the Festival area. The Vendor is responsible for disposing of all refuse and debris (gray water, grease, etc.) arising from any of the activities conducted in their booth in accordance with directions given by the City.

NOTE: Unless otherwise provided by the City, Vendor shall provide containers for disposal of cooking oils used. The Vendor is responsible for the off-site removal and disposal of this oil from the Festival area at the end of each day or the vendor's security deposit will be forfeited. Vendor shall not dispose of its refuse (gray water, grease, etc.) in receptacles provided by the City for use by the general public. Vendor shall provide adequate workers or volunteers for clean up of the booth area and the general Festival grounds in accordance with regulations and directions provided by the City.

5. **Other Duties of Vendor** In addition to duties specified elsewhere in this Agreement, the Vendor shall perform the following duties:
 - (a) **Deadlines** Vendor shall comply with all deadlines for organization and performance of the food booth operation as established by the City.
 - (b) **Cooperation** Vendor shall cooperate with the City in planning and conducting the Festival. The City will evaluate the performance of the Vendor in accordance with regulations and procedures established by the City.
 - (c) **Number of Servings** The Vendor shall have and maintain the capability to provide approved menu items to serve the appropriate number of people in attendance during the Festival period. Estimates of attendance are listed on the Food Booth Information and Fees chart enclosed in the Vendor's Information Packet.
 - (d) **Compliance with Regulations and Directions** Vendor agrees to comply with all regulations promulgated by the City, including those regulations attached to this Agreement. The City reserves the right to modify such regulations or to promulgate new regulations upon notice to the Vendor. The Vendor shall be bound to all such regulations provided that such regulations are made generally applicable to all other food booth operators similarly situated.
 - (e) **Security** Vendor shall maintain adequate security against theft, damage, and disturbance in and about the area of the booth.
6. **Equipment and Supplies** City shall provide electrical (if requested using the enclosed Electrical Request Form) and water service in accordance with directions and regulations provided by the City, if available.

Vendor shall provide all necessary propane and other fuel other than the electrical power utilized in the preparation of food at the food booth, together with any necessary refrigeration or coolers. The Vendor shall also be responsible for all tents, tables, chairs, cooking equipment, utensils, napkins, cups, food, beverages, and all other equipment or supplies necessary for operating the food booth.

7. **Assignment of Booth Space** Vendor consents to assignment of booth space by the City at such location as the City may determine. The City reserves the right, for a proper purpose, to reassign booth locations to the operators of food booths at any time prior to the beginning of the Festival.
8. **Application and Other Information** Vendor hereby certifies that the application attached to this Agreement, and all other documentation and information provided by the Vendor to the City in connection with this Agreement, are complete and accurate. Except upon prior written consent of the City, the conduct of the booth by the Vendor shall be in accordance with information and disclosures provided by the Vendor on its application and other documents submitted to the City.
9. **Reservation and Processing Fee** Upon execution of this Agreement, Vendor shall pay to the City the appropriate sum according to the "Fee Schedule" enclosed in the Vendor's Information Packet.
10. **License** The right given by the City to the Vendor to operate the food booth is a license and shall not create any rights in the Vendor as a tenant.
11. **Delegation and Assignment** Vendor may not assign any of its rights under this Agreement to any person. Vendor may perform its obligations through delegation to volunteers or members affiliated with Vendor, but such delegation shall not relieve Vendor of its liability for nonperformance of its duties. The City may delegate and assign its duties and rights to such committees for representations as the City shall select. Such right of delegation includes, without limitation, the promulgation of regulations and the issuance of directions to the Vendor. Such delegation shall not relieve the City of its liability for nonperformance of its duties.
12. **Relationship of Vendor and City** The relationship of Vendor and the City under this Agreement shall be that of independent contractors. The Vendor shall not have the authority to bind the City to any contract or agreement, nor shall Vendor represent to any person that it is the agent or representative to the City.
13. **Force Majeure** Neither party shall be liable to the other for any delay nor failure of performance due to government action, court order, civil disturbance, inclement weather, act of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented. Refunds for vendor fees paid will not be issued for any reason as listed above as a matter of policy by the City of Newport News; however, security deposits are fully refundable under those circumstances as shown.
14. **Limitation on Liability** Except as otherwise specified in this Agreement, neither party shall be liable to the other party for consequential damages, including lost profit nor revenue, for any breach of this Agreement.
15. **Default** Upon a material default by one party, the other party may, at any time before such default has been cured, terminate this Agreement by written notice to the breaching party.
16. **Joint Vendors** If two organizations will be operating a food booth under this Agreement, the term "Vendor" shall mean both of those organizations. All obligations, representations, and warranties of the Vendor shall be the joint and several obligations, representations, and warranties of both such organizations.
17. **Waiver of Liability** The sponsoring organization or business shall indemnify and hold the City of Newport News, and for events held at City Center, the City of Newport News Parks, Recreation & Tourism Dept., NAI Harvey Lindsay, the Economic Development Authority, Newport News Town Center, LLC, and Northwestern Mutual Life Insurance Company, harmless from all claims which may be brought by its workers against the City of Newport News, arising out of the vendor's activities in this event.

Signature of this "Food Booth Agreement" verifies that I have read and will comply with all regulations mentioned in the "Food Vendor Agreement," attached "Instructions on How to Apply," "Events & Festivals Application Form," "Food Booth Information and Fees," "Guidelines for Obtaining a Temporary Restaurant Permit," and "Electrical Request Form" (if applicable). IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: _____ For _____ (Business name)

By _____ (Individual's signature)

Its _____ (Individual's title)

Date: _____ By _____ (City representative's signature)

**2015
ELECTRICAL
REQUEST FORM**

Newport News Parks, Recreation & Tourism
700 Town Center Drive, Suite 320
Newport News, VA 23606
Phone (757) 926-1400



This form must be completed in order for you to receive electrical service. If an appliance is not listed, it will not be permitted on Festival grounds. Please return this form with your application along with the applicable fee(s) as shown for each event:

EVENT	BASIC ELECTRIC FEE (Two, 30-Amp Circuits OR One, 220V hook-up)	+ ADDITIONAL FEE (added to basic charge) FOR OVER-LIMIT ELECTRICAL NEEDS (second 220V or Add'l Circuit)*	EVENT DATE
26 th Annual Children's Festival of Friends	\$50	\$50	Saturday, May 2
King-Lincoln Park Day	\$50	\$50	Saturday, June 6
Fourth of July, Stars in the Sky	\$50	\$50	Saturday, July 4
42nd Annual Fall Festival of Folklife	\$100	\$100	Saturday, October 3 & Sunday, October 4
12 th Annual Hollydazzle	\$50	\$50	Saturday , December 5

* NO on-site requests for electricity will be honored. Please list below all anticipated needs and pay accordingly.

Your Vendor/Booth Name:
(Booth Name):

For 220 volt service, you must supply your own plug and receptacle. A maximum of two, 30-amp circuits will be supplied at the basic charge rate. To find the voltage, amps or watts, check the label on each appliance. "Multi-plugs" are not permitted . . . they can blow fuses and are considered a fire hazard.

APPLIANCE	110v	220v	AMPS/WATTS
(example: toaster oven, coffee maker, etc.)	✓		600 watts
1.			
2.			
3.			
4.			
5.			
6.			
7.			

GUIDELINES FOR OBTAINING A TEMPORARY FOOD PERMIT

A new application and permit are required for **EACH** event within the year.
All participating vendors are required to submit an application to participate in an event.
This must be done at least one month prior to the event.

The procedure to obtain a Temporary Food Sale Permit is as follows:

1. It is the responsibility of the vendor to obtain a Virginia Department of Health Temporary Food Sale Permit prior to the event. Last minute applications can be a problem for everyone and your planning in advance is appreciated.
2. The vendor contacts the Environmental Health Office at the Health Department at (757) 594-7340 with questions regarding completing the Temporary Food Sale Permit application or with any Environmental Health questions. Regular business hours are 8:00 a.m. – 5:00 p.m. Monday – Friday, except 12:00 noon – 1:00 p.m. daily.
3. Vendor completes the Temporary Food Permit application.
4. The Vendor pays the health department fee after completing the application made payable to the Peninsula Health Center. The vendor that is exempt under the Code of Virginia need not pay the fee.
5. Vendor obtains the Temporary Food Permit from the Health Department that is to be displayed during the time of the event.
6. If vendor participates in additional events in Newport News throughout the year, the vendor pays an additional \$10.00 for each event made payable to the Peninsula Health Center in addition to completing a new application.

If you need any further assistance with applying for the Temporary Food Permit, please contact the Health Department at (757) 594-7340. The City of Newport News Parks and Recreation Department will not be able to assist you with obtaining the Temporary Food Permit except for providing the necessary paperwork.